

EXHIBIT #4

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF WEST VIRGINIA**

**Charles R. Byard, David M. Brosius,
Kimberly A. Ray, Stephanie Snow-
McKisic, Lisa M. Tharp, and Lynet White,**

Plaintiffs,

v.

**Verizon West Virginia, Inc., Frontier West
Virginia, Inc., Verizon Services Corp.,
Verizon Communications, Inc., Jodi
Dennis, Mary Frederick, Cody Stewart,
Corby Miller, Barbara Terwilliger, Bob
Anderson, Tammy Mason, Dawn Watson,
and Michael Hathaway,**

Defendants.

Case No. _____

Judge:

DECLARATION OF ANGELIA SPOSA

I, Angelia Sposa, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

1. I have been employed by Verizon Services Corp., its subsidiaries, affiliates and/or predecessor companies, since 1997. I have held my current position, as Senior Consultant – Labor Relations, since April 2009. I have been responsible for Labor Relations functions covering the State of West Virginia since April 2009.

2. In my current position, I have personal knowledge regarding the Company's Human Resources and Labor Relations records and related data. I have access to these records as a part of my position, and regularly access these records for that purpose.

3. Among the records that I regularly utilize and apply are two collective bargaining agreements that applied to the customer service call centers located in Clarksburg and Charleston, West Virginia. From August 3, 2003 through August 2, 2008, the "General

Agreement Between Communications Workers of America, AFL-CIO and Verizon Washington, D.C., Inc., Verizon Maryland Inc., Verizon Virginia, Inc., Verizon West Virginia, Inc., Verizon Services Corp., Verizon Advanced Data Inc., Verizon Avenue Corp., Verizon South Inc. (Virginia) and Verizon Corporate Services Corp.” (the “2003 CBA”) covered employees of Verizon West Virginia, Inc. working as Consultants (and in similar positions) in the Clarksburg and Charleston, West Virginia consumer sales and service call centers. A true and accurate copy of that collective bargaining agreement is attached to this Declaration as Exhibit A.

4. From August 3, 2008 through August 6, 2011, the “General Agreement Between Communications Workers of America, AFL-CIO and Verizon Washington, D.C., Inc., Verizon Maryland Inc., Verizon Virginia, Inc., Verizon West Virginia, Inc., Verizon Services Corp., Verizon Advanced Data Inc., Verizon Avenue Corp., Verizon South Inc. (Virginia) and Verizon Corporate Services Corp.” (the “2008 CBA”) covered employees of Verizon West Virginia, Inc. working as Consultants (and in similar positions) in the Clarksburg and Charleston, West Virginia consumer sales and service call centers. A true and accurate copy of that collective bargaining agreement is attached to this Declaration as Exhibit B. The call center in Charleston, West Virginia, along with the entity known as Verizon West Virginia, Inc., was sold to Frontier Communications in July 2010, and I understand that this collective bargaining agreement applied at that center after the transaction because Verizon West Virginia, Inc. was sold to Frontier Communications, and changed its name to Frontier West Virginia, Inc.

5. Both the 2003 CBA and the 2008 CBA covered all employees working as Consultants at the Clarksburg and Charleston, West Virginia consumer sales and service call centers, as well as employees working in similar positions. All employees covered by the 2003 and/or the 2008 CBA were members of the bargaining unit, and thus, their terms and conditions

of employment, including any wages due to such employees, were governed by the provisions of the 2003 and/or 2008 CBA.

6. I have checked Verizon's human resources records to determine the employment history of the named plaintiffs in the action entitled: "Charles R. Byard, David M. Brosius, Kimberly A. Ray, Stephanie Snow-McKisic, Lisa M. Tharp, and Lynet White, individually and on behalf of all others similarly situated, Plaintiffs, v. Verizon West Virginia, Inc., Frontier West Virginia, Inc., Verizon Services Corp., Verizon Communications, Inc., Jodi Dennis, Mary Frederick, Cody Stewart, Corby Miller, Barbara Terwilliger, Bob Anderson, Tammy Mason, Dawn Watson, and Michael Hathaway, Defendants." Those records confirm that each of the named plaintiffs worked as Consultants in either the Clarksburg or Charleston consumer sales and service call center between July 22, 2007 and the present. Thus, each individual plaintiff was a member of the bargaining unit covered by the 2003 CBA and/or the 2008 CBA, and their terms and conditions of employment, including their entitlement to wages, were governed by those collective bargaining agreements.

7. Both the 2003 and the 2008 collective bargaining agreements contain a mandatory grievance process for employees. As a part of that process, Article 12(f) provides that employees, through their union, are required to raise any complaints that they may have alleging a violation of the collective bargaining agreements through the grievance procedure, and may not utilize other methods to address such grievances.

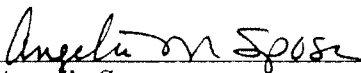
8. During late 2010, I was involved with handling a grievance filed by the Communications Workers of America addressing the practice of Consultants logging into computers at the Clarksburg call center. That grievance was assigned Grievance Number G10-0117521. The Union asserted violations of numerous provisions of the CBA, including the wage

schedules and related articles, claiming that it was not appropriate for individual employees to log into computers before their scheduled work shifts. The Company responded that employees were not required to log into computers before their scheduled shifts, and rather, were only required to be at their workstation at the start of their shifts. Further, the Company explained that employees were never told to log in early. As such, the Company stated that the grievance was without merit. The grievance is still being discussed between the Company and the Union.

9. During my employment, I regularly interpreted and applied a document entitled the "Regional Attendance Plan." The Regional Attendance Plan is a document that was collectively bargained with the Communications Workers of America and applies to all CWA-represented employees who work (or worked) for entities including Verizon West Virginia, Inc. (now known as Frontier West Virginia, Inc.) The Regional Attendance Plan contains the rules and procedures for addressing attendance problems at work locations including the Clarksburg and Charleston, West Virginia consumer sales and service call centers. A true and accurate copy of the Regional Attendance Plan is attached to this declaration as Exhibit C.

This declaration is made in accordance with 28 U.S.C. § 1746 and I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: 8-10-11



Angelia Sposa